

Anna M. Dawkins v. Said M. Hashi, et al.

NOTICE OF REMOVAL

EXHIBIT A

**Plaintiff's Complaint
filed June 30, 2022**

IN THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO
CIVIL DIVISION

ANNA M. DAWKINS
3811 Drylog Street
Capitol Heights, Maryland 20743

Case No.:

Exhibit
A

Plaintiff,

vs.

COMPLAINT FOR PERSONAL
INJURY W/JURY DEMAND
ENDORSED HEREIN

SAID M. HASHI
4009 Burnell Circle West
Columbus, Ohio 43224

and

BAHAR TRUCKING, LLC
C/O ABDIRAZAK BAHAR
783 Jordana Drive
Gahanna, Ohio 43230

and

MARYLAND DEPARTMENT OF
HEALTH
201 West Preston Street
Baltimore, Maryland 21201

and

HERTZ CORPORATION
8501 Williams Road
Estero, Florida 33928

and

AMERIGROUP
7550 Teague Road, Suite 500
Hanover, Maryland 21076

and

JOHN/JANE DOE DRIVER
Address Unknown

and :

XYZ CORPORATION :
Address Unknown

Defendant(s).

Now comes the Plaintiff, by and through her attorneys, and for her Complaint states as follows:

PARTIES

1. Plaintiff Anna M. Dawkins, at all times relevant, was a citizen of the State of Maryland, domiciled Hyattsville, Maryland.
2. Defendant Said M. Hashi is a citizen of the State of Ohio, domiciled in Franklin County, Ohio.
3. Defendant Bahar Trucking, LLC is a limited liability company duly formed under the laws of the State of Ohio, with its principal place of business located at 2068 Lantern Drive, Columbus, Ohio and a statutory agent located in Gahanna, Ohio.
4. Plaintiff is unaware of the true names, identities and capacities, whether individual, corporate, associate, or otherwise, of those defendants sued herein as John Doe Driver, and XYZ Corporation, and will amend this Complaint so as to more specifically set forth the names and identities of the Doe defendants when they have been determined.
5. Plaintiff's damages exceed the minimum jurisdictional limits of this court.

COUNT I

6. Plaintiff re-states and re-alleges the preceding allegations of the Complaint as though fully rewritten herein.

7. On or about July 5, 2020, and all times relevant herein, Plaintiff, Anna M. Dawkins, was a restrained passenger lawfully traveling Interstate 70 eastbound, in Allegheny Township, County of Somerset, Pennsylvania and stopped in traffic due to another accident. Ms. Dawkins, along with other occupants of her car, subsequently exited her vehicle in order to check on other injured motorists in the other accident.

8. That at the time and place referred to above, and at all times relevant herein, Defendant Said M. Hashi and/or John Doe Driver was the operator of a certain commercial vehicle traveling Interstate 70 eastbound, in Allegheny Township, County of Somerset, Pennsylvania, within proximity to Plaintiff's location.

9. That at the time and place referred to above, and at all times relevant herein, Defendant, Bahar Trucking, LLC and/or XYZ Corporation owned the motor vehicle being operated by Defendant, Said M. Hashi and/or John Doe Driver.

10. That at the time and place referred to above, and at all times relevant herein, Defendant, Said M. Hashi and/or John Doe Driver owed Plaintiff a duty to exercise reasonable and ordinary care for his safety in the operation of said commercial motor vehicle.

11. That notwithstanding the duty he owed to Plaintiff, Defendant, Said M. Hashi and/or John Doe Driver breached that duty by committing one or more of the following acts or omissions:

a. Carelessly and negligently failed to yield the right of way; or

- b. Carelessly and negligently failing to maintain a safe distance between motor vehicles on the roadway; or
 - c. Carelessly and negligently failing to maintain control of his motor vehicle; or
 - d. Carelessly and negligently operating his motor vehicle at an excessive rate of speed; or
 - e. Carelessly and negligently failing to avoid a collision on the roadway; or
 - f. Carelessly and negligently violating the Federal Motor Carrier Safety Regulations.
12. That as a direct and proximate result of one or more of the foregoing careless and negligent acts or omissions, the commercial motor vehicle being operated by Defendant, Said M. Hashi and/or John Doe Driver, suddenly and violently struck Plaintiff and Plaintiff's vehicle.
13. That as a further direct and proximate result of one or more of the foregoing careless and negligent acts or omissions, Plaintiff sustained serious and permanent personal injuries, including, but not limited to, scarring; causing her to endure great physical and emotional pain and suffering, further causing her to incur large monetary expense in seeking the medical cure, care and treatment for said injuries, further causing her to lose great monetary gains from their employment, further causing her to become disabled and unable to attend to that ordinary affairs of her life.
14. That at the time and place referred to above, and at all times relevant herein, Defendant, Said M. Hashi and/or John Doe Driver was an employee and/or agent of

Defendant, Bahar Trucking, LLC and/or XYZ Corporation and was acting in the course and within the scope of his authority of said employment and/or agency.

WHEREFORE, Plaintiff demands judgment against Defendant Said M. Hashi and/or John Doe Driver, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) of plus costs, pre-judgment interest and post-judgment interest.

COUNT II

15. Plaintiff re-states and re-alleges the preceding allegations of the Complaint as though fully rewritten herein.

16. That on and before July 5, 2020 and at all times relevant herein, Bahar Trucking, LLC, and/or XYZ Corporation owed Plaintiff, a duty to exercise reasonable and ordinary care for safety in the hiring, training, scheduling, supervision and entrustment of its commercial motor vehicles.

17. That notwithstanding the duty it owed to Plaintiff, Defendants, Bahar Trucking, LLC, and/or XYZ Corporation by and through its employees and agents, breached that duty by committing one or more of the following acts or omissions:

- a. Carelessly and negligently entrusting its commercial motor vehicle to an unqualified and unsafe driver; or
- b. Carelessly and negligently failing to provide adequate safety training to its drivers; or
- c. Carelessly and negligently dispatching its drivers at unsafe intervals; or
- d. Carelessly and negligently failing to maintain its vehicles in safe and roadworthy condition.

18. That as a direct and proximate result of one or more of the foregoing careless and negligent acts or omissions referred to above, the commercial motor vehicle operated by Defendant, Said M. Hashi and/or John Doe Driver, suddenly and violently struck Plaintiff and Plaintiff's vehicle.

19. That as a further direct and proximate result of one or more of the foregoing careless and negligent acts or omissions referred to above, Plaintiff, sustained serious and permanent personal injuries causing her to endure great physical and emotional pain and suffering, further causing her to incur large monetary expense in seeking the medical cure, care and treatment for said injuries, further causing her to lose monetary gains from her employment, further causing her to become disabled and unable to attend to the ordinary affairs of her life.

WHEREFORE, Plaintiff demands judgment against Defendant Bahar Trucking, LLC and/or XYZ Corporation, jointly and severally, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) of plus costs, pre-judgment interest and post-judgment interest.

COUNT III

20. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein and further alleges as follows:

21. The commercial motor vehicle owned and operated by Defendants Said M. Hashi and/or John Doe Driver, Bahar Trucking, LLC and/or XYZ Corporation on July 5, 2020 was a "commercial motor vehicle" as defined by applicable transportation safety regulations prescribed by the U.S. Department of Transportation and/or the Pennsylvania Department of Transportation.

22. Defendants were required to operate said commercial motor vehicle within the traffic laws prescribed by Pennsylvania Traffic Regulations.

23. On July 5, 2020, Defendants were required to operate said commercial motor vehicle in compliance with Part 390.9 and 390.11 of the Federal Motor Carrier Safety Regulations and/or Pennsylvania Traffic Regulations.

24. As a direct result of Defendants' negligence, Plaintiff suffered serious injuries, extensive pain and suffering, both mental and physical.

WHEREFORE, Plaintiff demands judgment against Defendants Said M. Hashi and/or John Doe Driver and/or Bahar Trucking, LLC, and/or XYZ Corporation, jointly and severally, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) of plus costs, pre-judgment interest and post-judgment interest.

COUNT V

25. Plaintiff re-states and re-alleges the preceding allegations of the Complaint as though fully rewritten herein.

26. Defendants were negligent in failing to properly inspect, maintain, and repair the commercial truck driven involved in the collision in question.

27. As a direct result of Defendants' negligence in failing to inspect, maintain, and repair the commercial truck in question, Plaintiff suffered serious injuries, extensive pain and suffering, both mental and physical.

WHEREFORE, Plaintiff demands judgment against Defendants Said M. Hashi and/or John Doe Driver and/or Bahar Trucking, LLC, and/or XYZ Corporation, jointly and severally, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) of plus costs, pre-judgment interest and post-judgment interest.

COUNT VI

29. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein and further allege as follows:

30. On July 5, 2020, the Defendant, Said M. Hashi and/or John Doe Driver was an employee of the Defendant, Bahar Trucking, LLC and/or XYZ Corporation acting in the course and scope of his employment and furtherance of Bahar Trucking, LLC and/or XYZ Corporation's business, and he was operating a commercial vehicle owned by Bahar Trucking, LLC and/or XYZ Corporation.

31. At all times during which the Defendant, Said M. Hashi and/or John Doe Driver, operated the commercial vehicle owned by his employer, Bahar Trucking, LLC and/or XYZ Corporation he did so with the full authorization and ratification of his employer, and the fact that he operated the vehicle during hours in which he was in furtherance of his duties as Bahar Trucking, LLC and/or XYZ Corporation's employee was of benefit to Bahar Trucking, LLC and/or XYZ Corporation.

32. The Defendants, Bahar Trucking, LLC and/or XYZ Corporation, is vicariously liable for all damages arising from the acts of negligence of its agent and employee, the Defendant, Said M. Hashi and/or John Doe Driver, arising from his operation of the commercial vehicle on July 5, 2020, as set forth herein.

WHEREFORE, Plaintiff demands judgment against Defendants Said M. Hashi and/or John Doe Driver and/or Bahar Trucking, LLC, and/or XYZ Corporation, jointly and severally, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) of plus costs, pre-judgment interest and post-judgment interest.

COUNT VII

34. Plaintiff re-alleges all allegations in the preceding paragraphs as if rewritten herein.

35. Defendant Said M. Hashi and/or John Doe Driver, while driving a motor vehicle, diverted his attention from the task of driving, to improperly use his handheld electronic wireless communications device to talk, write, send, or read a text-based communication, and in doing so created an unsafe danger to other

36. Defendant Said M. Hashi and/or John Doe Driver is liable for injuries and losses sustained by Plaintiff, as a proximate result of his failure to pay full attention to the task of driving.

WHEREFORE, Plaintiff demands judgment against Defendant Said M. Hashi and/or John Doe Driver, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) of plus costs, pre-judgment interest and post-judgment interest.

COUNT VIII

37. Plaintiff incorporates each and every allegation contained in the preceding paragraphs as though fully rewritten herein

38. Defendant Hertz Corporation is the insurer of Plaintiff's vehicle and provides underinsured motorist coverage and uninsured motorist coverage (UM/UIM) to Plaintiff.

39. Plaintiff brings this action for uninsured/underinsured (hereinafter "UM/UIM") motorist coverage, as well as Medical Payments/PIP coverage pursuant to any applicable insurance policy.

40. Plaintiff has or may exhaust all liability coverage and is seeking benefits under their underinsured motorists' coverage.

41. Defendant Hertz Corporation has paid or may pay medical expenses on behalf of Plaintiff for injuries it claims are related to the subject matter of the Complaint.

42. Plaintiff denies that Defendant Hertz Corporation is entitled to be reimbursed or is subrogated to the rights of the Plaintiff for monies paid for medical expenses related to this lawsuit.

WHEREFORE, Plaintiff prays for judgment, as to Count Eight against Hertz Corporation in accordance with the terms and conditions of the subject policies of insurance, and any damages they may be entitled to under Ohio law or any other law this Court deems applicable.

COUNT IX

43. Plaintiff re-alleges all allegations in the preceding paragraphs as if rewritten herein.

44. Defendant Maryland Department of Health and/or Amerigroup has paid or will pay medical expenses on behalf of Plaintiff for injuries it claims are related to the subject matter of the Complaint.

45. Plaintiff denies that Defendant Maryland Department of Health and/or Amerigroup may be entitled to be reimbursed or may be subrogated to the rights of the Plaintiff for monies paid for medical expenses related to this subject lawsuit.

WHEREFORE, Plaintiff requests, as to Count Nine, against Defendant Maryland Department of Health and/or Amerigroup, the Court determine if and to what extent Defendant is entitled to recover medical benefits paid.

Respectfully submitted,

/s/ Robert L. Gresham

Michael L. Wright (0067698)

Robert L. Gresham (0082151)

Kesha Q. Brooks (0095424)

Wright & Schulte, LLC.

Dayton, Ohio 45402
(937) 222-7477
(937) 222-7911 fax
mwright@yourohiollegalhelp.com
rgresham@yourohiollegalhelp.com
kbrooks@yourohiollegalhelp.com
Attorneys for Plaintiff

JURY DEMAND

Now comes Plaintiff, by and through counsel, and hereby demands a trial by jury on all issues of this matter.

/s/ Robert L. Gresham _____
Michael L. Wright, Esq.
Robert L. Gresham, Esq.
Kesha Q. Brooks, Esq.